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AGREEMENT

between

PROVINCE OF MANITOBA

and

THE MANITOBA ASSOCIATION OF CROWN ATTORNEYS

1984 - 1986

INDEX

		Page
ARTICLE 1	Interpretation	2
ARTICLE 2	Duration of Agreement	3
ARTICLE 3	Application of Agreement	4
ARTICLE 4	Management Rights	5
ARTICLE 5	Pay	5
ARTICLE 6	Recruitment	6
ARTICLE 7	Performance Evaluation	6
ARTICLE 8	Resignations	7
ARTICLE 9	Conduct of Employees	7
ARTICLE 10	Termination, Suspension & Disciplinary Action	8
ARTICLE 11	Grievance Procedure	9
ARTICLE 12	Grievance/Arbitration Procedure	12
ARTICLE 13	Contract Negotiations - Arbitration Procedure	14
ARTICLE 14	Hours of Work	15
ARTICLE 15	Vacations	16
ARTICLE 16	Maternity Leave, Paternity Leave & Adoptive Parent Leave	20
ARTICLE 17	Workers' Compensation	24
ARTICLE 18	Educational Leave	24
ARTICLE 19	Holidays	25
ARTICLE 20	Sick Leave	27
ARTICLE 21	Compassionate Leave	28
ARTICLE 22	Leave of Absence	29
ARTICLE 23	Association Business	29
ARTICLE 24	Severance Pay	30
ARTICLE 25	Probation	31
ARTICLE 26	Acting Pay	32
ARTICLE 27	Labour/Management Committee	32
ARTICLE 28	General Provisions	32
ARTICLE 29	Retroactive Salary Adjustment	34
ARTICLE 30	Civil Liability	34
ARTICLE 31	Dental Plan	35
APPENDIX "A"	Legal Counsel Series - Pay Plan	37
APPENDIX "B"	Legal Counsel Series - Definitions	38
MEMORANDUM OF AGREEMENT (General Pay Adjustment)		39

ALPHABETICAL INDEX

	Article	Page
Acting Pay	26	29
Application of Agreement	3	4
Association Business	23	26
Civil Liability	30	31
Compassionate Leave	21	25
Conduct of Employees	9	7
Contract Negotiations - Arbitration Procedure	13	14
Dental Plan	31	32
Duration of Agreement	2	3
Educational Leave	18	21
General Provisions	28	29
Grievance/Arbitration Procedure	12	12
Grievance Procedure	11	9
Holidays	19	22
Hours of Work	14	15
Interpretation	1	2
Labour/Management Committee	27	29
Leave of Absence	22	26
Management Rights	4	5
Maternity Leave, Paternity Leave and Adoptive Parent Leave	16	20
Pay	5	5
Performance Evaluation	7	6
Probation	25	28
Recruitment	6	6
Resignations	8	7
Retroactive Salary Adjustment	29	31
Severance Pay	24	27
Sick Leave	20	24
Termination, Suspension and Disciplinary Action	10	8
Vacations	15	16
Workers' Compensation	17	21

THIS AGREEMENT made and entered into the day of A.D. 1985.

BETWEEN

HER MAJESTY THE QUEEN in Right of the Province of Manitoba, represented herein by the Chairman of the Public Service Negotiations Committee (hereinafter referred to as the government),

OF THE FIRST PART

- and -

THE MANITOBA ASSOCIATION OF CROWN ATTORNEYS (hereinafter referred to as the Association),

OF THE SECOND PART.

WITNESSETH: That for the purpose of promoting co-operation and understanding between the government and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

01 In this Agreement, unless the context otherwise requires, the expression:

(a) "Agreement" means this Agreement which may be referred to as The Manitoba Association of Crown Attorneys' Agreement;

(b) "Commission" means the Civil Service Commission constituted under The Civil Service Act or any person designated from the staff of the Civil Service Commission to act on its behalf;

(c) "department" means the Department of the Attorney-General;

(d) "employee" means a person employed in a position within the bargaining unit;

(e) "employing authority" means:

(i) the Minister presiding over the Department; or

(ii) the Deputy Attorney-General; or

(iii) any person designated by the Minister to act as employing authority in respect of the Department on behalf of the Minister;

(f) "position" means a position of employment with the government, the person employed for which is a member of the bargaining unit;

(g) "regulation" means a regulation made under The Civil Service Act.

ARTICLE 2 - DURATION OF AGREEMENT

01 This Agreement shall become effective from and including the twenty-ninth day of September, 1984 and shall continue in effect up to and including the twenty-sixth day of September, 1986, and thereafter until a new Agreement has been consummated, provided however, that notice for revision or termination of this Agreement may be submitted by the Government or the Association to the other party by the first day of July, 1986, and in the case of termination given as aforesaid, this Agreement shall terminate on the twenty-sixth day of September, 1986. If notice for revision or termination of this Agreement is not made by July first, 1986, this Agreement will continue in full force and effect for a further twelve months.

02 If notice is given for revision of this Agreement as aforesaid, the Association and the Government agree that they shall deliver each to the other by July 15th, 1986 their respective proposals for the revision of the Agreement. The parties hereto agree that they would be bound by the proposals made by them by July 15th and that such proposals for any alteration or amendments to the Agreement shall be in writing.

03 Upon notice being given by any of the parties hereto under the above clause, each party agrees to commence negotiations within thirty (30) clear days from the date the proposals are exchanged.

ARTICLE 3 - APPLICATION OF AGREEMENT

01 The terms of this Agreement shall apply to persons employed in positions within the bargaining unit of the Manitoba Association of Crown Attorneys as set forth below:

- Crown Attorneys employed in the Civil Litigation Branch
- Crown Attorneys employed in the Criminal Prosecutions Branch
- Crown Attorneys employed in the Legislative Counsel Office
- Legal Counsel for the Manitoba Health Services Commission
- Legal Counsel for the Agricultural Credit Corporation.
- Legal Counsel employed by the Public Trustee.

02 Excluded from the terms of the Agreement shall be the incumbents of the following positions:

- Deputy Attorney-General
- Assistant Deputy Minister (Legal)
- Director of Criminal Prosections
- Director of Civil Litigation
- Legislative Counsel
- Deputy Legislative Counsel
- All other legal officers of the Department who do not fall within the definition of the bargaining unit as described within Section 01 hereof.

03 The Government recognizes the Association as a sole and exclusive bargaining agent for those employees within the bargaining unit set out in Section 01 herein and, as well, such further and other classes of employees as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.

04 There shall be no discrimination against any member of the Association because of his or her participation in lawful Association activities.

ARTICLE 4 - MANAGEMENT RIGHTS

01 All the functions, rights, personnel pay practices, powers and authority which the Government has not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Government.

02 In administering this Agreement, the Government shall act reasonably, fairly, in good faith, and in a manner consistent with this Agreement as a whole.

ARTICLE 5 - PAY

01 The Pay Plan for the Legal Counsel series shall be attached as Appendix "A" and shall form part of this Agreement.

02 Adjustments in pay resulting from the negotiation of this Agreement shall be effective from the bi-weekly pay date which includes the effective date of the Agreement.

03 The class definitions for the Legal Counsel series are attached to this Agreement as Appendix "B" for information purposes.

04 Where, in special cases, the Commission is of the opinion that the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, the Commission may, on the personal recommendation of the Minister of the Department concerned, make such provisions as may be necessary to maintain equity and parity among the salaries of incumbents of such positions within the pay range of a classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

ARTICLE 6 - RECRUITMENT

01 The selection of incumbents for vacant or new positions within the bargaining unit shall be on the basis of merit, ability, prior work experience and seniority. Where merit, ability, and prior work experience are judged equal by the employer, then seniority shall be a determining factor.

02 First consideration for filling vacancies within the bargaining unit shall be by promotion or transfer from within the bargaining unit.

ARTICLE 7 - PERFORMANCE EVALUATION

01 Advancement within a salary range assigned to a classification under this Agreement shall be determined on the basis of merit following an evaluation and appraisal of work performed.

02 Promotion from Legal Counsel 1 to Legal Counsel 2 shall be in accordance with the class definitions set out in Appendix "B" attached hereto, established for the classification and shall be determined on the basis of merit following an evaluation and apprasial of the work performed.

03 The Departmental Appraisal Board shall be responsbile for the appraisal and evaluation of each attorney's performance and for decisions regarding salary adjustments and/or promotions. The composition of the Board shall be determined by the employing authority but shall normally be deemed to include the Deputy Attorney-General and the Director of the Branch in which the attorney is employed. In respect of salary adjustments, the Appraisal Board shall meet to assess each employee's performance at least once per year, on or before the employee's anniversary date.

04 Position allocation to the Legal Counsel 3 and 4 levels shall be based solely on job responsibilities consistent with the class definitions established for the classifications as set out in Appendix "B" hereto.

05 The parties hereto agree that the accelerated salary program for members of the Association during their first two years of employment since being called to the bar shall be continued in addition to any increase in salary provided in this Agreement.

ARTICLE 8 - RESIGNATIONS

01 The employee shall give written notice of resignation at least one full pay period before the date of resignation and shall specify the last date upon which he will perform his regular duties.

02 The effective date of resignation shall be the last day upon which an employee is present at work and performs his regular duties.

ARTICLE 9 - CONDUCT OF EMPLOYEES

01 The Deputy Attorney-General and Branch Directors of the Department shall be responsible for the conduct of the employees in the Department.

02 Each employee shall observe standards of behaviour consistent with his function and role as a public servant and in compliance with the terms of this Agreement and shall observe his oath of office and oath of allegiance where he has taken an oath of allegiance.

03 Where an employee is absent without leave for a period of two weeks, he shall be considered to have abandoned his position and shall be deemed to have been terminated on the last day on which he was present at work and performed his regular duties.

ARTICLE 10 - TERMINATION, SUSPENSION AND DISCIPLINARY ACTION

01 Where a person having supervisory authority over another employee believes that disciplinary action of the other employee is necessary, he may, subject to the terms of this Agreement, take such disciplinary measures including suspension or termination as are deemed advisable under the circumstances.

02 (a) No employee shall be disciplined in any manner whatsoever without just and reasonable cause.

(b) No employee shall be terminated without just and reasonable cause.

(c) No employee shall be suspended without just and reasonable cause.

(d) No complaint from a third party may be placed on an employee's personnel file without the employee first being advised of the complaint and given an opportunity of discussing the complaint with the person who has supervisory authority over said employee.

(e) Unless the circumstances justify it, no employee shall be disciplined or suspended from employment or dismissed from employment without the matter first being discussed with the employee, and without the employee first being given a written warning.

03 An employee who has been suspended, terminated or against whom other disciplinary action has been taken may grieve his case according to the Grievance Procedure under this Agreement. Where the grievance for suspension, termination or discipline is not resolved satisfactorily during the Grievance Procedure, the Association may initiate arbitration proceedings in accordance with the arbitration provisions set out in this Agreement.

04 The person or body to whom a grievance is made under Section 02 may

(a) uphold the disciplinary action;

(b) vary the disciplinary action; or

(c) where he or it decides that no disciplinary action should have been taken, take such steps to rectify the effect of any such disciplinary action.

05 Subject to Section 06 hereof, the employing authority shall give a written notice of termination for just cause to each employee who has been terminated stating the reasons for the termination at least one full pay period before the date on which the termination is to become effective; but the Commission may authorize the employing authority in lieu of the notice of termination required by this Section, to pay the employee an amount equal to the amount of wages or salary he would have earned if he had been given his proper notice of termination. Where payment in lieu of notice is authorized, the reasons for termination shall be provided to the employee in writing.

06 Section 05 hereof does not apply to an employee whose services are terminated for serious misconduct. On written application to the employing authority, an employee terminated for serious misconduct shall be provided with the written reasons for termination.

ARTICLE 11 - GRIEVANCE PROCEDURE

01 An employee may

(a) complain or grieve about any alleged unjust treatment, or discrimination, or alleged unfair working conditions through Steps 1 and 2 inclusive of the grievance procedure; and

(b) grieve through Steps 1 to 3 inclusive on;

(i) the application, or interpretation, or alleged violation of the articles of this collective agreement; or

(ii) any matter involving salary administration; or

(iii) any action resulting in dismissal, suspension, demotion or a financial penalty.

Step 1: Within fifteen (15) working days from the time of the alleged grievance the employee, Association representative, or both shall present the grievance in writing to the Branch Director and shall arrange to meet and discuss the matter with a view to resolving the issue. The Branch Director shall issue in writing and shall forward such decision to the employee within five (5) working days of the date of their meeting.

Step 2: If no settlement is reached at Step 1, the employee, Association representative or both shall, within five (5) working days, submit the grievance in writing to the Deputy Attorney-General who shall issue his decision in writing to the employee within fifteen (15) working days following the receipt of the grievance.

Step 3: On any and all matters which are arbitrable as set forth in Section 01 (b) hereof, the employee, with the approval of the Association, shall, within five (5) working days after the decision from Step 2 of the grievance procedure, notify the employing authority in writing of his desire to submit the matter to arbitration.

02 The Arbitration Procedure shall be as set forth in Sections 01 to 09 of Article 12 of this Agreement.

03 Any employee, after advising the Association, may abandon a grievance by giving written notice to the Branch Director or the employing authority.

04 The Association shall have the right to initiate a group grievance at Step 2 of the grievance procedure in respect to any matter as set forth in Section 01 (b) hereof.

05 Any grievance by an employee and/or the Association which is not presented to the next subsequent higher step within the prescribed time limits shall be deemed to have been settled at the last step at which it was presented.

06 Subject to Section 08 hereof, in respect of any matters set out in Section 01 (b) hereof, failure by the employer to respond to a grievance within the prescribed time limits shall result in automatic progression to the next step in the procedure.

07 Subject to Section 08 hereof, in respect of any matters set out in Section 01 (a) hereof, failure by the employer to respond to a grievance within the prescribed time limits shall be deemed to have been settled to the satisfaction of the employee, and the employer shall take all necessary steps to remedy the complaint or grievance.

08 The time limits as stated herein may be extended by mutual agreement of the employee or Association representative and the employing authority.

09 All settlements arrived at shall be final and binding upon the employing authority and the Association and the employee or groups of employees concerned.

10 Matters to be dealt with under the foregoing provisions shall normally be discussed during working hours, but lengthy discussions for settlement of grievances shall be conducted outside working hours.

ARTICLE 12 - GRIEVANCE/ARBITRATION PROCEDURE

01 Where a difference arises between the parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may within five (5) working days after exhausting the grievance procedure established by Article 11 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the said notice shall contain the first party's appointee to the Arbitration Board.

02 (a) The party who receives a notice shall, within five (5) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.

(b) If either party fails to appoint its member to the Board as provided above, or if the arbitrator so appointed shall fail to serve or be unable to serve, and another arbitrator is not appointed in his place within the time limits hereinbefore specified, then the other party to the Arbitration proceedings may request the Chief Justice of the Province of Manitoba to select such arbitrator.

03 The two appointees shall, within ten (10) working days of the appointment of the last of them, select a third member who shall be the Chairman. Should the two appointed arbitrators fail to agree upon a Chairman within the time limits herein provided, then the two arbitrators shall forthwith apply to the Chief Justice of the Province of Manitoba to select a Chairman.

04 The Arbitration Board shall then hear and determine the difference of allegations and shall issue a decision, which decision shall be final and binding upon the parties and upon any employee or employees affected by it, and every party bound by the Agreement and every person on whose behalf the Agreement was entered into shall comply with the provisions of final settlement contained in the Agreement and shall fulfill all his other obligations under the Agreement.

05 The provision contained in subsection (6) of Section 69 of The Labour Relations Act (R.S.M. 1972, c.75) shall be deemed to be included "mutatis mutandis" in this Agreement.

06 The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board.

07 The Board of Arbitration shall not have any power to add to, subtract from or modify or alter in any way the provisions of this Agreement.

08 Each of the parties hereto will bear the expenses of the arbitrator appointed by it or for it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board. Proceedings of the Arbitration Board will be expedited by the parties thereto.

09 Where the parties agree in writing, a single arbitrator, mutually agreed to in writing, may be appointed and the single arbitrator shall constitute the Arbitration Board. The parties shall jointly bear the expense of the single arbitrator.

ARTICLE 13 - CONTRACT NEGOTIATIONS - ARBITRATION PROCEDURE

01 In the event that negotiations for a new collective agreement or the revision of an existing collective agreement shall fail, either party may request that the controversy be submitted to a Board of Arbitration in accordance with the following provisions:

(a) The Board of Arbitration shall consist of three members who shall be appointed in the following manner:

(i) the party submitting the matter to arbitration shall nominate its member to the Board within five (5) working days of its submission of the matter to arbitration;

(ii) the other party to the arbitration shall nominate its member to the Board within fourteen (14) working days of the receipt of the name of the first party's nominee; and

(iii) the two appointees shall, within ten (10) working days of the appointment of the last of them, select a third member who shall be the Chairman. Should the two appointed arbitrators fail to agree upon a Chairman within the time limits herein provided, then the arbitrators shall forthwith apply to the Chief Justice of the Province of Manitoba to select a Chairman.

(b) If either party fails to appoint its member to the Board as provided above, or if the arbitrator so appointed shall fail to serve or be unable to serve, and another arbitrator is not appointed in his place within the time limits hereinbefore specified, then the other party to the Arbitration proceedings may request the Chief Justice of the Province of Manitoba to select such arbitrator.

(c) The parties may at any time agree to extend or ebridge the time or times for the taking of any step or proceeding under this Article.

(d) The Board of Arbitration shall have the power to require the attendance of witnesses and the production of documents upon the request of either party to the proceedings, provided, however, that the Board of Arbitration shall have the power to require the parties, or any witnesses to produce any documents which such party or witness could not be compelled to produce in a court of civil jurisdiction in the Province of Manitoba.

(e) The Arbitration Board shall hear and determine the controversy and shall issue a decision, which decision shall be final and binding upon the parties and upon any employee or employees affected by it. The decision of the majority shall be the decision of the Arbitration Board.

(f) Each of the parties hereto shall bear the expenses of the arbitrator appointed by it or for it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board. Proceedings of the Arbitration Board shall be expedited by the parties thereto.

02 Where both parties agree in writing, a single arbitrator, mutually agreed to in writing, may be appointed and the single arbitrator shall constitute the Arbitration Board. The parties shall jointly bear the expense of the single arbitrator.

ARTICLE 14 - HOURS OF WORK

01 Hours of work shall be such as are required to fully discharge the employee's professional responsibilities to the Department as determined by the assigned workload.

02 Where under special circumstances an employee is required to work excessive periods of time beyond the normal expectations or requirements of the position, the appropriate Director, the Public Trustee, or the Legislative Counsel, on their own initiative or upon the recommendation of the immediate supervising authority, if such immediate supervising authority is in existence, may approve and grant reasonable time off with pay to the affected employee.

03 For the purposes of benefit calculation, 36 1/4 hours per five (5) day work week shall be used as the basis of establishing daily, weekly, monthly and yearly hours of work.

ARTICLE 15 - VACATIONS

01 For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following:

02 Employees shall earn vacation leave credits on the following basis:

(a) Employees who have completed less than two (2) years service, one and one-quarter (1 1/4) working days per complete month of service in each vacation year; to be taken in the vacation year following the year in which the vacation is earned.

(b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 2/3) working days per complete month of service in each vacation year, to be taken in the year in which three (3) years of service are completed and yearly thereafter.

(c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth (2 1/12) working days per complete month of service in each vacation year, to be taken in the year in which ten (10) years of service are completed and yearly thereafter.

(d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half (2 1/2) working days per complete month of service in each vacation year, to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

(e) Notwithstanding sub-sections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter (1 1/4) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leavecredits cashed-out at the rate of one and two-thirds (1 2/3) days per complete month of service and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed out at the rate of two and one-twelfth (2 1/12) days per complete month of service.

(f) When calculating vacation leave credits earned, years of service shall include time spent in articling with the Government of Manitoba, provided that the Attorney is employed thereafter by the Government of Manitoba with no break between the time he articled and the time he was employed by the Province.

03 An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of his employment.

04 When computing vacation leave:

(a) any fraction of a day equal to or greater than one-half shall be computed as a half day; and

(b) any fraction of a day less than one-half shall be computed as nothing.

05 Where a permanent employee is employed part-time on a continuing basis, he shall be eligible for a vacation with pay for a period of time calculated on the basis of one and one-quarter (1 1/4) working days of vacation for each twenty-one (21) full days of work.

06 Subject to sub-section (b) and (f) of Section 07, vacation leave shall be taken in the vacation year following the vacation year in which it is earned.

07 (a) With the exceptions of the conditions referred to in sub-section (b), vacation leave may not be taken in advance of when it is earned.

(b) With the approval of the employing authority, vacation leave up to a maximum of five (5) working days may be granted in advance to an employee during his first twelve (12) months of service.

(c) If an employee has used more vacation leave than he has earned and his services are terminated for reasons other than death, the salary overpayment resulting from the use of unearned vacation shall be recovered by the Province.

(d) Vacation leave may be taken only with the consent of the employing authority.

(e) Except with the consent of the employing authority, vacation leave shall commence on a Monday.

(f) The employing authority may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will vacation carry-over be allowed which comprises more than one previous year's vacation entitlement.

(g) With the approval of the Commission, the employing authority may authorize an employee to take his vacation leave in two or more periods, none of which shall be less than one week in length.

(h) With the approval of the Commission, the employing authority, if it finds it necessary, may require an employee to take his vacation leave in two or more periods, none of which shall be less than one week in length.

08 (a) Where an employing authority finds it necessary to restrict the whole or part of the vacation leave of an employee, the employing authority, after submitting a statement setting out the reasons and the circumstances giving rise to the restriction may, subject to the approval of the Commission, authorize payment of salary in lieu of vacation, and in addition to all other amounts due such employee, the salary to be calculated in the case of an employee other than an employee paid on an hourly or daily basis in any bi-weekly period, at the daily rate for each day of vacation, such pay not to be subject to deduction of pension fund contributions or life insurance contributions.

(b) An employee whose vacation leave has been restricted may, in lieu of receiving additional pay under subsection (a), subject to sub-sections (d) and (h) of Section 07 hereof, elect to postpone his unexpended vacation leave until the next following year.

(c) Where the Commission refuses to grant its approval for payment of salary in lieu of vacation leave, the employing authority may present its recommendation to the Lieutenant-Governor-in-Council who may authorize the employing authority to pay salary in lieu of vacation leave.

09 Subject to the requirements of personnel in a branch or a department, vacation leave shall be rotated regardless of seniority of employment.

10 Where for any reason other than death, an employee leaves the service after having been granted more vacation leave than he has earned in accordance with this Agreement, he shall repay to the Province all salary paid for such excess period of leave.

11 Where an employee who has not received any of all of the vacation leave to which he is entitled under this Agreement, dies or leaves the service, he or his estate shall be entitled to receive the unexpended vacation credits that are owing to such employee. The payment of such credits shall be made at the employee's last regular rate of pay that was in effect at the time that the employee died or left the service.

12 An employee shall not accumulate vacation leave credits for any period of one (1) month or portion thereof greater than one-half (1/2), during which he is absent on leave without pay.

ARTICLE 16 - MATERNITY LEAVE, PATERNITY LEAVE AND ADOPTIVE PARENT LEAVE

01 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

02 In order to qualify for Plan A, a pregnant employee must:

a) have completed nine (9) continuous months of employment for or with the government.
b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c), or
b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

04 Sections 34(1.1) through 34(1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

05 a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period.

b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

06 Effective the latter of:

a) the bi-weekly pay period following the date of signing, or

b) the date a Supplementary Employment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (C.E.I.C.)

and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

07 In order to qualify for Plan B a pregnant employee must:

a) have completed nine (9) continuous months of employment for or with the government;

b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

d) provide the employing authority with proof that she has applied for unemployment insurance benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971.

08 An applicant for Maternity Leave under Plan B must sign an agreement with the employing authority providing that:

a) she will return to work and remain in the employ of the government on a full time basis for at least six (6) months following her return to work, and

b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the employing authority, and

c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the government for the <u>full</u> amount of pay received from the government as a maternity allowance during her entire period of maternity leave.

09 An employee who qualifies is entitled to a maternity leave consisting of:

a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :07(c), or

b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in sSection :07(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

10 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:

a) for the first two (2) weeks an employee shall receive 93% of her weekly rate of pay;
b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the U.I. benefits the employee is eligible to receive and 93% of her weekly rate of pay,
c) all other time as may be provided under Section :09 shall be on a leave without pay basis.

11 Plan B does not apply to term or part-time employees or employees subject to lay-off.

12 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibiliy for Long Service Vacation and Long Service Sick Leave Entitlement. The application of this Section is limited to Maternity Leaves commencing on or after September 29, 1984.

13 A male employee may be granted up to a maximum of one (1) day's leave with pay, to attend to needs directly related to the birth of his child. Such leave may be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from hospital.

14 Upon written request to the employing authority, an employee who has adopted a child, may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the adoption. The employee may be required to furnish proof of adoption.

15 An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of his child. At the employee's option such leave shall be granted on the day, or the day following the adoption.

ARTICLE 17 - WORKERS' COMPENSATION

01 When an employee is unable to work, and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of his duties, the employee, if he so elects, shall be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of his gross salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.

02 Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers' Compensation Act, vacation leave shall accumulate as if the employee were not absent but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

03 Where an employee is injured on the job and is required to leave for medial treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day in which the accident occurs.

04 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the department if it is not covered by a medical plan.

ARTICLE 18 - EDUCATIONAL LEAVE

01 Educational leave practices shall be as set forth from time to time in the Regulations under The Civil Service Act with respect hereto.

02 The employing authority may recommend leave of absence for an employee for the purpose of allowing him to complete or further his education or training, and may authorize the payment to him of

(a) his travelling, living or tuition expenses or all or any of them; or

(b) all or part of the remuneration, salary or wages, for the position from which he is given leave for such purposes during the leave; or

(c) both such expenses and such remuneration, salary or wages.

ARTICLE 19 - HOLIDAYS

01 The following holidays shall be observed in this Agreement:

(a) New Year's Day
(b) Good Friday
(c) Easter Monday
(d) Victoria Day
(e) Dominion Day
(f) Civic Holiday
(g) Labour Day
(h) Thanksgiving Day
(i) Remembrance Day
(j) Christmas Day
(k) Boxing Day

provided that where any of the said days except Remembrance Day fall on a Saturday, the preceding working day shall be observed as the holiday in lieu thereof and where any of the said days except Remembrance Day fall on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof.

02 All government offices shall be closed at one o'clock in the afternoon on December 24 when that day is a normal working day, and this day shall be considered as a full working day for purposes of calculation.

03 Where the thirty-first day of December falls on a day other than Saturday or Sunday, government offices shall be closed at five o'clock in the afternoon on that day.

04 An employee is entitled to pay for a holiday on which he does not work provided:

(a) he has earned wages for part or all of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday;

(b) he did not fail to report for work after having been called to work on the day of the holiday; except where the employee is terminated for disciplinary reasons or laid off or is ill; and

(c) he does not absent himself from work without the employing authority's consent either on the regular working day immediately preceding or following the holiday, unless his absence is by reason of established illness.

05 An employee who is otherwise entitled under this section to pay for a holiday on which he has not worked shall receive pay whether or not he is on the payroll at the time of the holiday, unless the employee has prior to or on the day of the holiday voluntarily terminated his employment.

06 If an employee who is entitled to pay for a holiday that falls on a regular working day for reasons outlined in Section 04 hereof does work on the holiday, he shall be paid wages equivalent to one and one-half (1 1/2) times his regular rate for the time worked on that day.

07 If an employee who is entitled to pay for a holiday is required to work on the holiday when it is not a regular scheduled working day, he shall, in addition to the regular holiday pay, be compensated at time and one-half (1 1/2x) for all hours worked, or be granted compensatory leave for such hours worked at the rate of one and one-half (1 1/2) hours for each additional hour worked. Such time should not be deliberately accumulated. If suitable compensatory time off cannot be agreed upon within thirty (30) days of the holiday, the employee shall be paid for such hours worked at the applicable rate.

ARTICLE 20 - SICK LEAVE

01 The Commission shall grant sick leave with pay to an employee.

02 The sick leave to which an employee is entitled shall accumulate

(a) during the first four years of his service at the rate of one-half (1/2) working day per bi-weekly pay period; and

(b) after the first four years of service, at the rate of one (1) working day per bi-weekly pay period.

03 The Commission may delegate the responsibility of granting sick leave to the employing authority.

04 Subject to Sections 05 and 06 hereof, sick leave shall not accumulate beyond two hundred and eight (208) working days.

05 The Commission, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement

(a) to an employee who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during his years of service, an additional period of sick leave with pay, which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and twelve (212) working days;

(b) to an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twelve (212) working days of sick leave during his years of service, an additional period of sick leave with pay which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and forty (240) working days; and

(c) to an employee who has been employed for not less than twenty (20) years and who has been granted not more than two hundred and forty (240) working days of sick leave during his years of service, an additional period of sick leave with pay which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and eighty (280) working days.

06 With the approval of the Lieutenant-Governor-in-Council, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Section 05 hereof.

07 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with Sections 02 and 03 hereof.

08 An employee on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of his appointment.

ARTICLE 21 - COMPASSIONATE LEAVE

01 An employee shall be entitled to compassionate leave for a period up to three (3) working days without loss of salary in the event of the death of a member of an employee's immediate family. For purposes of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

02 An employee may be granted special leave up to a maximum of one (1) day without loss of salary, in the event of the death of the employee's grand-parent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, or father-in-law.

03 Additional compassionate leave or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance may be granted at the discretion of the employing authority.

04 For other purposes, such as dangerous illness in the immediate family, up to a maximum of five (5) days may be granted at the discretion of the employing authority, such leave to be charged against the employee's sick leave.

ARTICLE 22 - LEAVE OF ABSENCE

01 Upon written request to the employing authority, an employee may be granted a leave of absence without pay. The request will specify the reason for the leave of absence without pay and the request may be allowed at the discretion of the employing authority.

ARTICLE 23 - ASSOCIATION BUSINESS

01 No employee or group of employees shall undertake to represent the Association at meetings with the employer without the proper authorization of the Association. To implement this, the Association shall supply the Employer with the names of its officers or official representatives and similarly, the Employer shall supply the Association with a list of the personnel with whom the Association may be required to transact business.

02 Time off to attend to Association business shall be granted without loss of earnings on the following basis:

(a) One Association officer and grievor for time spent processing written grievances in accordance with the Grievance Procedure including arbitration proceedings.

(b) Three Association officers for time spent with representatives of the government during negotiations of a collective agreement.

(c) At the discretion of the employing authority, additional leave of absence during working hours may be granted to members of the Association for the purpose of attending to Association business.

03 Where an invitation is extended to the Association requesting representative attendance at a conference, such requests may be referred to the Deputy Attorney-General who, at the request of the Association, may arrange a meeting with Association representatives to discuss the invitation. Where operational requirements permit, the Deputy Attorney-General or his designate may grant leave of absence to Association members for the purpose of attending such conferences.

ARTICLE 24 - SEVERANCE PAY

01 Employees with ten (10) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be entitled to be paid severance pay in the amount of one week's pay for each complete year of continuous employment, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, or death. For hourly rated employees, the rate of pay shall be determined on the basis of the applicable work week.

02 Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one weeks' pay for every complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) week's pay.

03 For the purpose of this Agreement, continuous employment means consecutive and contiguous days, weeks, months, and/or years of employment with the Government of Manitoba where there has been no break in service involving termination of the employee. In calculating continuous service, any approved leave of absence with pay shall not affect continuous service, and any authorized leave of absence without pay or a temporary or seasonal lay-off, while not considered a break in service, shall not be counted in the total continuous service. (eg. 10 years consecutive and contiguous service with 6 months leave of absence without pay or 6 months seasonal lay-off = 9 1/2 years continuous service.)

ARTICLE 25 - PROBATION

01 Every person appointed to a position within the bargaining unit shall be on probation for a period of six (6) months or for such longer period, but not exceeding twelve (12) months, as may be determined for the position by the employing authority. At any time during this period the employee may be rejected by the employing authority and notwithstanding any provision of this Agreement, there shall be no appeal against such rejection.

02 Where an employee has been rejected during probation following a promotion, every reasonable effort will be made to relocate the employee to a position similar to his former classification.

ARTICLE 26 - ACTING PAY

01 Where the employing authority concerned certifies that a person employed in one position has temporarily taken over and has continued to perform for twenty-five (25) or more consecutive working days, the full duties and responsibilities of some other position having a higher grade of pay, he shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked, he shall, unless he is appointed or promoted to some other position, revert to his original position and be paid the rate of pay for his original position that he would be paid if he had never held the temporary appointment.

ARTICLE 27 - LABOUR/MANAGEMENT COMMITTEE

01 In recognition of the mutual benefits to be derived from joint consultation, the parties agree to the establishment of a Labour/ Management Committee to be comprised of two elected employee representatives together with equal representation from the government as determined by the employing authority. The Committee shall consult on all matters of common interest to the parties and the frequency of such meetings shall be determined by mutal agreement.

ARTICLE 28 - GENERAL PROVISIONS

01 The existing government regulations with respect to payment of Northern Allowances shall apply to this Agreement.

02 The existing government policy with respect to payment of Mileage Allowance for the use of privately owned vehicles on government business shall apply to this Agreement.

03 The government agrees to reimburse members of the bargaining unit who are registered with the Law Society of Manitoba and who are on staff as of the effective date of this Agreement, an amount equal to the annual fees payable by a member under The Law Society Act. In the event that an employee should resign at any time prior to the anniversary date of the Agreement, an amount shall be recovered from the employee calculated on the basis of a pro-rated portion of the annual fee paid. (Example - If an employee resigns six months into the contract year, an amount equal to one-half of the annual fee paid on behalf of the employee shall be recovered from the employee.) Conversely, the fee paid on behalf of a new employee employed at any time during the contract year shall be pro-rated on a similar basis.

04 (a) During the term of this Agreement, employees within the bargaining unit shall pay to the Association, by payroll deduction, an amount equal to the regular bi-weekly membership dues of the Association or such lesser amount as may be determined by the Association as representing the per capita cost of negotiating and administering the Agreement. For new employees, the payroll deduction of the amount set out above shall become effective on the first day of the full bi-weekly pay period following the date of appointment.

(b) The Association agrees to indemnify and save the government harmless against any claim or liability arising out of the application of this Section, except for any claim or liability arising out of an error committed by government.

05 Upon written request to the employing authority, the departmental personnel file of that employee shall be made available once per year for his examination in the presence of an authorized authority of the Department.

06 Wherever the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 29 - RETROACTIVE SALARY ADJUSTMENT

01 Retroactive salary adjustments shall only apply to:

(a) Employees who are on staff as of the date of the signing of this Agreement.

(b) Employees who have voluntarily terminated their service between and including March 20, 1982, and the date the Agreement is signed, but who apply in writing to the employing authority within sixty (60) days of the signing of the Agreement.

ARTICLE 30 - CIVIL LIABILITY

01 If an action or proceeding is brought against any Crown Attorney employed by the government, for an alleged tort, or for any other act or omission by him in the performance of his duties, then:

(a) The Attorney, upon being served with any legal process, or upon receipt of any action or proceedings as hereinbefore referred to, being commenced against him shall advise the government through the Deputy Attorney-General of any such notification or legal process;

(b) The government shall pay any damages or costs awarded against any such Attorney in any such action or proceedings and all legal fees, and/or;

(c) The government shall pay any sum required to be paid by such Attorney in connection with the settlement of any claim made against such Attorney if such settlement is approved by the government through the Deputy Attorney-General before the same is finalized; provided the conduct of the Attorney which gave rise to the action or proceeding did not comprise any dishonest, fraudulent, criminal or malicious act or omission on his part.

(d) Upon the Attorney notifying the government in accordance with paragraph (a) above, the government and the Attorney shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the government shall unilaterally appoint counsel. The government accepts responsibility for the conduct of the action and the Attorney agrees to co-operate fully with appointed counsel.

02 Pursuant to Article 28.03 of this Agreement, it is understood that the Government shall bear the cost of the Premium for Professional Liability Insurance Assessed by the Law Society of Manitoba.

03 Notwithstanding Article 30.01 the Indemnity afforded a Crown Attorney shall apply only to the extent that he is not covered by any Scheme of Professional Negligence Liability Insurance, the cost of the premium for which is borne by the Government.

04 In the case of a dispute as to the eligibility of a claim made by a Crown Attorney against a Scheme of Professional Negligence Liability Insurance, the cost of the premium for which is borne by the Government, the Government will, upon receipt from this Attorney of a properly executed assignment to the Government of that claim, pay all damages, costs and legal fees contemplated by Article 30.01 and by such payment will be subrogated to the rights of the Attorney against the Insurer with respect to the disputed claim and may sue on these rights in the name of the Attorney.

ARTICLE 31 - DENTAL PLAN

01 The parties agree to the continuation of the Dental Services Plan with such changes as agreed upon in a separate Memorandum of Agreement.

ARTICLE 32 - LONG TERM DISABILITY PLAN

01 The parties agree to the continuation of the Long Term Disability Plan which may be amended by the Government from time to time during the term of this Agreement.

In witness whereof the Minister Responsible for the Civil Service has hereunto set his hand for, and on behalf of, Her Majesty the Queen in Right of the Province of Manitoba, and the President of the Manitoba Association of Crown Attorneys and the Treasurer thereof, have hereunto set their hands for, and on behalf of, The Manitoba Association of Crown Attorneys.

Witness

Minister Responsible for the Civil Service

Witness

President of The Manitoba Association of Crown Attorneys

Witness

~~Treasurer~~ Vice-President of The Manitoba Association of Crown Attorneys

APPENDIX "A"

PAY PLAN

LEGAL COUNSEL SERIES

Effective 84 09 29
Through 85 09 27

LEGAL COUNSEL 1

LF1	25551	26743	28029	29353	30960	32436
	979.48	1025.15	1074.45	1125.20	1186.83	1243.38
	13.51	14.14	14.82	15.52	16.37	17.15
	33986	35613	37334	39112	41022	42989
	1302.83	1365.18	1431.15	1499.30	1572.53	1647.93
	17.97	18.83	19.74	20.68	21.69	22.73

LEGAL COUNSEL 2

LF2	45920	48152	50497	52900	55131	57420
	1760.30	1845.85	1935.75	2027.83	2113.38	2201.10
	24.28	25.46	26.70	27.97	29.15	30.36

LEGAL COUNSEL 3

LF3	49420	51424	53524	55490	57552	59727
	1894.43	1971.28	2051.75	2127.15	2206.18	2289.55
	26.13	27.19	28.30	29.34	30.43	31.58

LEGAL COUNSEL 4

LF4	51424	53524	55490	57552	59727	61997
	1971.28	2051.75	2127.15	2206.18	2289.55	2376.55
	27.19	28.30	29.34	30.43	31.58	32.78

Effective 85 09 28
Through 86 09 26

LEGAL COUNSEL 1

LF1	26327	27537	28861	30242	31887	33400
	1009.20	1055.60	1106.35	1159.28	1222.35	1280.35
	13.92	14.56	15.26	15.99	16.86	17.66
	35008	36672	38450	40284	42251	44275
	1341.98	1405.78	1473.93	1544.25	1619.65	1697.23
	18.51	19.39	20.33	21.30	22.34	23.41

LEGAL COUNSEL 2

LF2	47301	49590	52010	54488	56777	59141
	1813.23	1900.95	1993.75	2088.73	2176.45	2267.08
	25.01	26.22	27.50	28.81	30.02	31.27

LEGAL COUNSEL 3

LF3	50895	52975	55131	57155	59273	61524
	1950.98	2030.73	2113.38	2190.95	2272.15	2358.43
	26.91	28.01	29.15	30.22	31.34	32.53

LEGAL COUNSEL 4

LF4	52975	55131	57155	59273	61524	63850
	2030.73	2113.38	2190.95	2272.15	2358.43	2447.60
	28.01	29.15	30.22	31.34	32.53	33.76

APPENDIX "B"

DEFINITIONS - LEGAL COUNSEL SERIES

Legal Counsel 1

This is an entry and/or working level with provisions for use as a terminal level for lawyers who demonstrate they have reached the limit of their potential. Incumbents assigned to this level must hold membership in the Law Society of Manitoba and would normally range in experience from 0 - 4 years.

Legal Counsel 2

This is an advanced or senior working level for lawyers which requires a minimum of four years satisfactory experience at the Manitoba bar. Progression to this level from the Legal Counsel 1 level is achieved on the basis of merit following an evaluation and appraisal of the work performed. Experience assessed as equivalent, gained in another government jurisdiction or in private practice, may be credited for hiring into this level.

Legal Counsel 3

This is an advanced level for senior lawyers possessing an advanced degree of expertise who have demonstrated consistently superior performance over an extensive period of time. In order to be eligible for consideration for promotion to this level, a lawyer must have a minimum of ten (10) years experience at the Manitoba bar and the promotion must have been recommended by the Deputy Attorney-General and approved by the Attorney-General. Positions at this level may also carry supervisory and/or administrative responsibilities for a specific segment of the departmental program in which case the Deputy Attorney-General may agree to waive the requirement of ten (10) years experience.

Legal Counsel 4

Positions at this level function either as Deputy Director of the Civil Litigation Branch or Deputy Director of the Criminal Prosecutions Branch and are allocated on the basis of the specific nature of the function performed.

MEMORANDUM OF AGREEMENT

SUBJECT: Dental Plan

The parties agree to change the existing Dental Plan in accordance with the following:

(1) Effective May 1, 1985, and limited to dental work performed on or after that day, the basis for payment of for covered services shall be changed from the 1984 Manitoba Dental Association Fee Schedule to the 1985 Manitoba Dental Association Fee Schedule.

(2) Effective the latter of January 1, 1986 or effective the effective date of the 1986 Manitoba Dental Association Fee Schedule and limited to dental work performed on and after that date, the basis of payment for covered services shall be charged from the 1985 Manitoba Dental Association Fee Schedule to the 1986 Manitoba Dental Association Fee Schedule.

(3) Effective May 1, 1985 and limited to dental work performed on or after that date, orthodontics coverage will be provided on the basis of the following:

a) coverage is limited to 50% of allowabe expenses,

b) coverage is limited to a lifetime maximum of one thousand, two hundred dollars ($1,200.00) per eligible dependent child up to and including age seventeen (17).

R A Finlayson

On Behalf of the Manitoba Association of Crown Attorneys

On Behalf of the Government of Manitoba

Witness

Witness

Dated this 20th day of December, 1985

MEMORANDUM OF AGREEMENT

SUBJECT: Lay-Offs

The Government agrees that for the duration of the Collective Agreement between the parties, which will expire on September 26, 1986, that there will be no lay-off of any Legal Counsel in a permanent position.

On Behalf of the Manitoba Association of Crown Attorneys

On Behalf of the Government of Manitoba

Witness

Witness

Dated this 20th day of December, 1985

MEMORANDUM OF AGREEMENT

SUBJECT: Vacation

(1) The parties hereto agree that effective April 1, 1985 employees will receive five twelfths (5/12) of a days vacation per complete month of service in the 1984-85 vacation year.

(2) Employees shall have until December 31, 1986 to take the vacation days as described in (1) above. Vacation days not taken by this time will not be cashed out nor carried over beyond the aforementioned date.

(3) Such vacation described in (1) above shall be in addition to any vacation to which an employee may be eligible under section - of the Collective Agreement between the parties.

(4) Such vacation will be pro-rated for part-time employees on the basis of each period of accumulated service.

(5) The parties hereto further agree that changes to Article 15:02 from the 1982-84 Collective Agreement between the parties shall become effective April 1, 1985.

R.G. Finlayson

On Behalf of the Manitoba Association of Crown Attorneys

On Behalf of the Government of Manitoba

Witness

Witness

Dated this 20th day of December, 1985